

**AGREEMENT BETWEEN THE CITY OF DULUTH,
PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC. (PAVSA),
AND ST. LOUIS COUNTY ATTORNEY'S OFFICE
FOR THE FY 2020 CITY OF DULUTH LAWFULLY OWNED DNA INQUIRY PROJECT**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", the PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC., a private non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as "PAVSA", and St. Louis County, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, the City is the recipient of a Bureau of Justice Assistance Grant, Award No. 2020-AK-BX-0012 ("Grant"), from the U.S. Department of Justice, Office of Justice Programs, pursuant to which City is to act as fiscal agent for funds to be used for the operation of the 2020 City of Duluth Lawfully Owned DNA Inquiry Project (hereinafter referred to as "Project"), as further described herein; and

WHEREAS, pursuant to the terms of said Grant, the parties will use the funds to support a multidisciplinary community response to determine the extent of lawfully owned DNA in Duluth and St. Louis County, build a Census of offenders who lawfully owe DNA in Duluth and St. Louis County, develop a Collection Plan in order to submit DNA samples, and investigate and prosecute any cases advanced by the testing of owned DNA samples; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PAVSA Scope of Professional Services

PAVSA agrees that it will carry out its responsibilities and provide those professional services in support of the Project as are outlined in the above-referenced Grant. During years 1, 2 and 3 of the Grant period, this includes providing a PAVSA accountant who will participate in quarterly subgrantee monitoring activities and an annual site visit. The PAVSA accountant will also devote 2 hours per week toward tracking SAKI expenses and preparing invoices.

In addition, during years 1 and 2 of the Grant, the SAKI Site Coordinator will have access to overtime as needed to coordinate Sexual Assault Kit Initiative (SAKI) Multidisciplinary Team (MDT) activities with the activities of the DNA Collection Coordinator's newly-established Working Group. During year 2 of the Grant, the SAKI

Victim Advocate will have access to overtime as needed to draft the necessary protocol for Victim Notification leading from the collection of the lawfully-owned DNA.

The salary and fringe benefits for the above PAVSA employees will be reimbursed under the terms of the Grant in the respective amounts set forth in the Budget, a copy of which is attached hereto and made a part hereof as Exhibit A, and hereinafter referred to as the "Budget". In the event of any conflict between the terms of the Budget and this Agreement, the terms and conditions of the Budget shall be deemed to be controlling.

St. Louis County Scope of Professional Services

St. Louis County agrees that it will carry out its responsibilities and provide those professional services in support of the Project as are outlined in the above-referenced Grant. These services specifically include providing, during Years 1, 2 and 3 of the Grant, a .25 FTE prosecutor to provide legal guidance on the lawful collection of DNA samples from convicted felons.

The salary and fringe benefits for the above County employee will be reimbursed under the terms of the Grant in the respective amounts set forth in the Budget. In the event of any conflict between the terms of the Budget and this Agreement, the terms and conditions of the Budget shall be deemed to be controlling.

ARTICLE II

Reimbursement for Expenses

City agrees to reimburse PAVSA and County for eligible expenses incurred in carrying out their respective responsibilities under Article I of this Agreement. Expenses shall be reimbursed on a quarterly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed the amounts set forth in the Budget. Requests for reimbursement shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, City shall promptly reimburse PAVSA and County for eligible expenses. All reimbursement payments or expenses paid pursuant to this Agreement shall be paid from the following funds: Fund No. 215-200-2234-5447 (Duluth Police Grant Programs, Police, 2020 SAKI Project – Lawfully Owed DNA, Payment to Other Gov't Agencies); Fund No. 215-200-2234-5331 (Duluth Police Grant Programs, Police, 2020 SAKI Project – Lawfully Owed DNA, Travel/Training); and Fund No. 215-200-2234-5700-10 (Duluth Police Grant Programs, Police, 2020 SAKI Project – Lawfully Owed DNA, Interfund Transfers Out to General Fund).

ARTICLE III

Assignability

PAVSA and County shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

Notwithstanding the date of execution, the term of this Agreement shall commence on October 1, 2020 and run concurrently with the Budget Period set forth in the Grant award, terminating on September 30, 2023.

ARTICLE V

Termination of Services

Any party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. PAVSA and County shall be entitled to compensation for services properly performed to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Provided, however, that City may terminate this Agreement upon notification from the U.S. Department of Justice that grant funding to fund City's obligations hereunder has been terminated; such termination shall be effective upon PAVSA and County receiving notice thereof.

ARTICLE VI

Standard of Performance

PAVSA and County agree that all services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by PAVSA and County in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

PAVSA and County will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

PAVSA and County shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

PAVSA and County shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of their records with respect to all matters covered by this Agreement. PAVSA and County will also permit City, the State of Minnesota and the Federal government to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

PAVSA and County and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

The parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to the parties provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

PAVSA: Program for Aid to Victims of Sexual Assault, Inc.
 32 East 1st Street, Suite 200
 Duluth, MN 55802

St. Louis County: St. Louis County Attorney's Office
 Attention: County Attorney
 100 N. 5th Avenue W., Room 501
 Duluth, MN 55802

City: Chief of Police
 City of Duluth
 2030 N. Arlington Avenue
 Duluth, MN 55811

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page intentionally left blank; signature page to follow].

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH

By: _____
Its Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

**PROGRAM FOR AID TO VICTIMS OF
SEXUAL ASSAULT, INC.**

By: _____

Its: _____

Date: _____

ST. LOUIS COUNTY

Approved as to form and execution:
MARK RUBIN
St. Louis County Attorney

By: _____
Thomas Stanley
Assistant County Attorney
Damion No. _____